

6568

FORD MOTOR CREDIT COMPANY,  
a corporation,

PLAINTIFF,

VS:

JAMES WHITE,

DEFENDANT.

X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Plaintiff claims of the Defendant the sum of, to wit: FOUR HUNDRED NINETY-SIX & 02/100 DOLLARS (\$496.02), damages, for the breach of a written agreement entered into by the Defendant on, to-wit, October 25, 1963, by which he promised to pay to GASTON MOTOR COMPANY, INC. the sum of, to wit: \$70.62 each month, commencing on, to wit, December 2, 1963, and continuing on the 2nd day of each month thereafter until the sum of, to wit: \$1,994.88 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency, the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it in writing by the said GASTON MOTOR COMPANY, INC. before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of, to-wit, \$1,476.82; that the automobile mentioned therein was seized and sold and the sum of, to-wit: \$975.00 was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, and allowing all just credits, a balance of, to wit: \$496.02 remains due and unpaid.

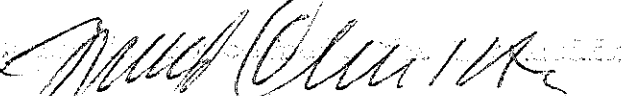
Plaintiff claims the benefit of a waiver of personal property exemptions contained in said written instrument.

Complaint -

- 2 -

Plaintiff claims the additional sum of, to-wit: \$146.25 as a reasonable attorney's fee, averring that, \$146.25 is a reasonable attorney's fee as is provided for in said written instrument.

*Witness as this day*



Forest A. Christian  
Attorney for the Plaintiff

Forest A. Christian  
Attorney at Law,  
Foley, Alabama

Defendant may be served at:

513 Horton Avenue  
Fairhope, Alabama

FILED  
JUN 24 1966  
ALICE L. DICK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a  
corporation,

PLAINTIFF,

VS:

JAMES WHITE,  
513 Horton Avenue  
Fairhope, Alabama

DEFENDANT.

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LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon James White

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the  
Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against \_\_\_\_\_

James White, Defendant.

by Ford Motor Company, A Corp

Plaintiff.

Witness my hand this 24 day of June 1965

EX-6-25-65

Benjamin J. French

Clerk

No. 6568 Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

FORD MOTOR COMPANY, Inc

vs. Plaintiffs

JAMES WHITE

Defendants

**SUMMONS and COMPLAINT**

Filed 6-24, 1965

Alice J. Duck, Clerk

F. A. Christian

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at \_\_\_\_\_

RECEIVED IN OFFICE

June 24, 1965

\_\_\_\_\_, Sheriff

I have executed this summons

this June 25, 1965  
by leaving a copy with

James White

Sheriff claims 70

100 Cents per mile Total 2.00

BY Roy Randall  
DEPUTY SHERIFF

Layne Wilkins Sheriff  
Roy Randall Deputy Sheriff

J. Lipe

FORD MOTOR CREDIT COMPANY, )  
a corporation, )  
Plaintiff, )  
vs. )  
JAMES WHITE, )  
Defendant. )

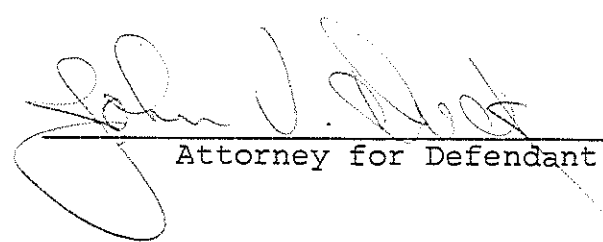
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

65268

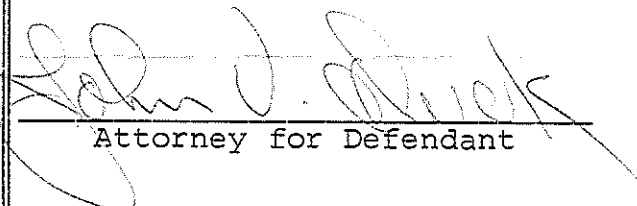
ANSWER

Comes now the Defendant in the above styled cause, and  
for answer to the Bill of Complaint filed herein says:

"Not Guilty".

  
Attorney for Defendant

Defendant respectfully demands  
a Trial by Jury.

  
Attorney for Defendant

FILED  
JUL 1 1935  
BALDWIN COUNTY, ALABAMA

COPY

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 942-2201

FOLEY, ALABAMA 36535

December 6, 1965

Mr. John V. Duck  
Attorney at Law  
P. O. Box Y  
Fairhope, Alabama

Re: Ford Motor Credit Company  
Vs: James White  
Case No. 6568

Dear John:

Reference is made to your letter of November 9, 1965,  
in which you stated as follows:

"I have talked ~~go~~ Mr. White concerning this case and  
Mr. White feels that the Credit Company sold the car way  
too low and explained to them that he was financially unable  
to keep the payments up when he voluntarily let them repossess  
the automobile.

"Mr. White is still having an awfully hard time financially  
but says that if you will accept \$100 and the court costs in  
this case that he would be willing to pay it if given a reason-  
able amount of time to do so.

"Mr. White is a hard worker and due to the fact that he has  
a large family and is the sole support, feels that this is as good  
as he can make.

"I would appreciate your passing this information on to  
your client."

We have discussed this since your letter and I am now able  
to inform you that I can accept the offer and the Court is  
instructed to enter a judgment on this basis. As you know this  
case is set for Friday, December 10.

Cordially yours,

FOREST A. CHRISTIAN  
—ON ALABAMA'S BEAUTIFUL GULF COAST—